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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

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IAN VIANU, ELIZABETH BLUM, and
DOMINIC GUTIERREZ, on behalf of
themselves and all others similarly situated,

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Plaintiffs,

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v.

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AT&T MOBILITY LLC,

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Defendant.

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Case No. 3:19-cv-03602-LB

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AGREEMENT AND
DIRECTING DISSEMINATION OF CLASS
NOTICE**

Judge: Hon. Laurel Beeler

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1 Before the Court is the Motion for Preliminary Approval of Class Settlement Agreement
 2 and for Direction of Class Notice Pursuant to Fed. R. Civ. P. 23(e) (“Motion”), filed by Plaintiffs
 3 Ian Vianu, Elizabeth Blum, and Dominic Gutierrez (“Plaintiffs”). Plaintiffs and Defendant
 4 AT&T Mobility LLC (“AT&T”) have entered into a Class Settlement Agreement, dated May 10,
 5 2022 (“Settlement Agreement”). Having thoroughly reviewed the Settlement Agreement,
 6 including the proposed forms of class notice and other exhibits thereto, the Motion, and the
 7 papers and arguments in connection therewith, and good cause appearing, the Court hereby
 8 ORDERS as follows:

9 1. Capitalized terms not otherwise defined herein have the meanings set forth in the
 10 Settlement Agreement.

11 2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.
 12 § 1332(d), and has personal jurisdiction over the Parties and the Settlement Class Members.
 13 Venue is proper in this District.

14 3. The Motion is GRANTED.

15 4. The Court hereby preliminarily approves the Settlement Agreement and the terms
 16 embodied therein pursuant to Fed. R. Civ. P. 23(e)(1). The Court finds that it will likely be able
 17 to approve the Settlement Agreement under Fed. R. Civ. P. 23(e)(2) and to certify the Settlement
 18 Class for purposes of judgment on the proposed Settlement. The Court preliminarily finds that
 19 the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class Members
 20 under the relevant considerations. The Court finds that Plaintiffs and proposed Settlement Class
 21 Counsel have adequately represented, and will continue to adequately represent, the Settlement
 22 Class. The Court further finds that the Settlement Agreement is the product of arms’ length
 23 negotiations by the Parties through an experienced mediator, Robert Meyer, Esq. of JAMS, and
 24 comes after significant litigation—including significant litigation regarding AT&T’s arbitration
 25 motion and a litigated motion to dismiss—and significant investigation and discovery. The
 26 Court preliminarily finds that the relief provided—a non-reversionary common settlement fund of
 27 \$14 million—is adequate taking into account, *inter alia*, the costs, risks, and delay of trial and
 28 appeal for all Parties, the legal issues presented in this Action, the interests of the proposed

1 Settlement Class, and the proposed method of distributing payments to the Settlement Class (i.e.,
 2 direct payments by account credits and checks). The Court preliminarily finds that the Settlement
 3 Agreement treats the Settlement Class Members equitably relative to each other, and that the
 4 proposed allocation of settlement funds to Settlement Class Members is reasonable and equitable.
 5 Under the terms of the Settlement Agreement, all Settlement Class Members are eligible to
 6 submit claims for equal settlement payments via a simple claim form. The Court will fully assess
 7 any request for attorneys' fees and litigation expenses after receiving a motion from Settlement
 8 Class Counsel supporting such request. At this stage, the Court finds that the plan to request fees
 9 and litigation expenses to be paid from the common settlement fund creates no reason not to
 10 direct notice to the Settlement Class; should this Court find any aspect of the requested attorneys'
 11 fees or expenses unsupported or unwarranted, such funds will not revert to AT&T.

12 5. The Court hereby provisionally certifies, for settlement purposes only, a
 13 "Settlement Class," pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), consisting of:

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 15 All consumers residing in California (based on the accountholder's last known
 16 billing address) with a post-paid wireless service plan from AT&T Mobility LLC
 17 through a Consumer or Individual Responsibility User (IRU) account and who
 18 were charged an Administrative Fee on such account between June 20, 2015 and
 19 the date of preliminary settlement approval.

20 Excluded from the Settlement Class are any Judge presiding over this Action and
 21 any members of their families; AT&T and affiliated entities and individuals and
 22 their respective officers and directors; and any otherwise covered consumers, other
 23 than Plaintiffs, who assert claims and seek relief in connection with the
 24 Administrative Fee and who have provided AT&T with an unresolved written
 25 Notice of Dispute (pursuant to AT&T's contractual dispute resolution procedures)
 26 before the Execution Date.

27 6. The Court finds that, for settlement purposes only, the Settlement Class, as
 28 defined above, meets the requirements for class certification under Fed. R. Civ. P. 23(a) and
 23(b)(3)—namely, that (1) the Settlement Class Members are sufficiently numerous such that
 joinder is impracticable; (2) there are common questions of law and fact; (3) Plaintiffs' claims are
 typical of those of the Settlement Class Members; (4) Plaintiffs and Settlement Class Counsel
 have adequately represented, and will continue to adequately represent, the interests of the

1 Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets
 2 the predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3).

3 7. Certification of the Settlement Class and appointment of the Settlement Class
 4 Representatives and Settlement Class Counsel shall be solely for settlement purposes and without
 5 prejudice to the Parties in the event the Settlement Agreement is not finally approved by this
 6 Court or otherwise does not take effect. If the Settlement does not occur for any reason,
 7 certification of the Settlement Class and any Settlement Class Representative or Settlement Class
 8 Counsel appointments, including this Order, shall be deemed void and vacated. The Parties
 9 preserve all rights and defenses as they existed prior to the execution of the Settlement Agreement
 10 and this Order in the event the Settlement Agreement is not finally approved by this Court or
 11 otherwise does not take effect.

12 8. The Court hereby appoints Plaintiffs Ian Vianu, Elizabeth Blum, and Dominic
 13 Gutierrez as Settlement Class Representatives to represent the Settlement Class.

14 9. The Court hereby appoints the following attorneys as Settlement Class Counsel for
 15 the Settlement Class: Roger N. Heller, Michael W. Sobol, and Daniel E. Seltz of Lieff, Cabraser,
 16 Heimann & Bernstein, LLP; and Daniel M. Hattis of Hattis & Lukacs.

17 10. The Court hereby appoints Angeion Group, LLC (“Angeion Group”) as Settlement
 18 Administrator and directs Angeion Group to carry out all duties and responsibilities of the
 19 Settlement Administrator as specified in the Settlement Agreement and herein.

20 Notice Program

21 11. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the
 22 proposed Notice program set forth at Section VI of the Settlement Agreement, including the form
 23 and content of the proposed forms of class notice attached as Exhibits A through F to the
 24 Settlement Agreement. The Court finds that the proposed Notice program meets the requirements
 25 of Due Process under the U.S. Constitution and Rule 23; and that such Notice program, which
 26 includes individual direct notice to Settlement Class Members via SMS, email, and mail,
 27 reminder email and SMS notices, a supplemental social media notice campaign, and the
 28 establishment of a Settlement Website and Toll-Free Number, is the best notice practicable under
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1 the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.
 2 The Court further finds that the proposed form and content of the forms of the Notice are
 3 adequate and will give the Settlement Class Members sufficient information to enable them to
 4 make informed decisions as to the Settlement Class, the right to object or opt out, and the
 5 proposed Settlement and its terms. The Court finds that the Notice clearly and concisely states in
 6 plain, easily understood language, *inter alia*: (i) the nature of the Action; (ii) the definition of the
 7 Settlement Class; (iii) the class claims and issues; (iv) that a Settlement Class Member may enter
 8 an appearance through an attorney if the member so desires; (v) that the Court will exclude from
 9 the Settlement Class any member who timely and validly requests exclusion; (vi) the time and
 10 manner for requesting exclusion; and (vii) the binding effect of a class judgment on Settlement
 11 Class Members under Rule 23(c)(3).

12 12. The Court directs the Settlement Administrator and the Parties to implement the
 13 Notice program as set forth in the Settlement Agreement.

14 13. Customer Data: By no later than fourteen days following entry of this
 15 Preliminary Approval Order, AT&T shall provide the Customer Data to the Settlement
 16 Administrator, including all of the information specified for same in the Settlement Agreement.

17 14. Email Notice: By no later than forty-five days following the entry of this
 18 Preliminary Approval Order (hereinafter, the “Notice Date”), the Settlement Administrator shall
 19 email the Email Notice (substantially in the form attached as Exhibit A to the Settlement
 20 Agreement) to each Settlement Class Account for which an email address is included in the
 21 Customer Data. The Email Notices shall be sent to the email addresses listed in the Customer
 22 Data for such accounts. The Email Notices shall be sent with the sender title “AT&T Class
 23 Action Settlement Administrator” and the subject line “Notice of AT&T / Vianu Class Action
 24 Settlement ”

25 15. SMS Notice: The Court directs AT&T to send, by no later than the Notice Date,
 26 via SMS (i.e., text message), the SMS Notice, substantially in the form attached as Exhibit D to
 27 the Settlement Agreement, to the corresponding AT&T cellular telephone number(s) for each
 28 Settlement Class Account for which the Customer Data identifies that both: (1) the account is a

1 current AT&T account; and (2) no accountholders for the account have opted out of receiving
 2 such messages. Each SMS Notice shall include a hyperlink to a webpage, on the Settlement
 3 Website, that includes the substance of the Email Notice. The recipients of the SMS Notices shall
 4 not be charged for such messages. The Court expressly finds that the SMS messages ordered to
 5 be sent under this paragraph are informational messages pertaining to the AT&T's subscribers'
 6 service. By no later than three days following the Notice Date, AT&T shall provide to the
 7 Settlement Administrator a list of Settlement Class Accounts that were successfully sent the SMS
 8 Notice.

9 16. Mail Notice: For any Settlement Class Account where both (1) there is no email
 10 address included in the Customer Data; and (2) the account is not among the Settlement Class
 11 Accounts for which SMS Notice is to be sent pursuant to this Preliminary Approval Order (i.e.,
 12 because, as identified in the Customer Data, the account is a former AT&T account or one or
 13 more accountholder(s) for the account have opted-out of receiving informational SMS messages):
 14 By no later than the Notice Date, the Settlement Administrator shall: (a) update the mailing
 15 address listed in the Customer Data for such account through National Change of Address
 16 Database; and (b) mail the Postcard Notice (substantially in the form attached as Exhibit B to the
 17 Settlement Agreement) to them via first class U.S. mail, postage pre-paid, at their address as
 18 updated.

19 17. For any Settlement Class Account where either (1) AT&T attempted but was not
 20 successful in sending SMS Notice; or (2) the Settlement Administrator sent Email Notice but
 21 received notice that the Email Notice was not received (i.e., a "bounce-back"): By no later than
 22 ten days following the Notice Date, the Settlement Administrator shall: (a) update the mailing
 23 address listed in the Customer Data for such account through National Change of Address
 24 Database; and (b) mail the Postcard Notice (substantially in the form attached as Exhibit B to the
 25 Settlement Agreement) to them via first class U.S. mail, postage pre-paid, at their address as
 26 updated.

27 18. For any mailed Postcard Notices that are returned with forwarding address
 28 information, the Settlement Administrator shall promptly re-mail the Postcard Notice to the new
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1 address indicated. For any mailed Postcard Notices that are returned as undeliverable without a
 2 forwarding address, the Settlement Administrator shall conduct an industry standard “skip trace”
 3 to try to identify a more current address and re-mail the Postcard Notice to the extent an updated
 4 address is identified.

5 19. Social Media Notice: Commencing no earlier than the Notice Date and ending by
 6 the Claim Deadline, the Settlement Administrator shall implement an internet-based social media
 7 notice campaign as set forth in Section VI.8 of the Settlement Agreement, to provide additional
 8 notice to Settlement Class Members.

9 20. Settlement Website: The Settlement Administrator shall establish and maintain an
 10 Internet website, at the URL www.ATTVianuClassActionSettlement.com (“Settlement
 11 Website”), where Settlement Class Members can obtain further information about the terms of the
 12 Settlement Agreement, their rights, important dates and deadlines, and related information.
 13 Settlement Class Members shall also be able to submit Claim Forms electronically via the
 14 Settlement Website. The Settlement Website shall include, in PDF format, the First Amended
 15 Complaint in this Action, AT&T’s Answer to the First Amended Complaint, the Settlement
 16 Agreement, the long-form Website Notice substantially in the form attached as Exhibit C to the
 17 Settlement Agreement, this Preliminary Approval Order, Settlement Class Counsel’s fee and cost
 18 application (after it is filed), and other case documents as agreed upon by the Parties and/or
 19 required by the Court, and shall be operational and live before the first Postcard Notice, Email
 20 Notice, or SMS Notice is disseminated. The Settlement Website shall be optimized for display on
 21 mobile phones. The Settlement Website shall remain operational until at least one year after the
 22 Payment Date or such other later date as the Parties may agree.

23 21. Toll-Free Number: The Settlement Administrator shall establish and maintain a
 24 toll-free telephone number (“Toll-Free Number”) where Settlement Class Members can obtain
 25 further information about the Settlement Agreement and their rights, and request that a hard copy
 26 Claim Form or Website Notice be mailed to them. The Toll-Free Number shall be operational
 27 and live by no later than one day before the first Postcard Notice, Email Notice, or SMS Notice is
 28 disseminated, and shall remain operational until at least one year after the Payment Date or such

1 other later date as the Parties may agree.

2 22. Reminder Email Notice: No later than fourteen days after the Notice Date, the
 3 Settlement Administrator shall email a Reminder Email Notice, substantially in the form attached
 4 as Exhibit E to the Settlement Agreement, to each Settlement Class Account that was sent the
 5 Email Notice. Depending on the volume of Claim Form submissions and in consultation with the
 6 Parties, prior to the Claim Deadline, the Settlement Administrator may also cause a second
 7 reminder email notice to be sent to Settlement Class Accounts that were sent the Reminder Email
 8 Notice or to a portion of them that have not yet submitted a Claim Form.

9 23. Reminder SMS Notice: Between twenty-one days and fourteen days before the
 10 Claim Deadline, AT&T shall send, via SMS (i.e., text message), a Reminder SMS Notice to the
 11 corresponding AT&T cellular telephone number(s) for each Settlement Class Account where both
 12 of the following apply: (a) the corresponding AT&T cellular telephone number was successfully
 13 sent the SMS Notice; and (b) the Settlement Administrator reports that a Claim Form has not yet
 14 been submitted for the account. By no later than thirty days before the deadline for sending the
 15 Reminder SMS Notice, the Settlement Administrator shall report to AT&T regarding which
 16 Settlement Class Accounts have not yet submitted a Claim Form. The Reminder SMS Notice
 17 shall be substantially in the form attached as Exhibit F to the Settlement Agreement. The
 18 recipients of the Reminder SMS Notices shall not be charged for such messages. The Court
 19 expressly finds that the SMS messages ordered to be sent under this paragraph are informational
 20 messages pertaining to the AT&T's subscribers' service.

21 24. Within thirty days following entry of this Preliminary Approval Order, AT&T
 22 shall pay the Administrative Costs Advance to the Settlement Administrator in the amount of
 23 \$600,000.

24 25. By no later than fourteen days before the Fairness Hearing, the Settlement
 25 Administrator shall file (or provide to Settlement Class Counsel for filing) a declaration
 26 confirming that Notice program has been implemented in accordance with the Settlement
 27 Agreement and this Order (including CAFA notice) and providing a final list of persons who
 28 submitted timely and valid requests for requests for exclusion from the Settlement Class.

1 Claims Procedure

2 26. The Court approves the form and content of the proposed Claim Form, in the
 3 form attached as Exhibit G to the Settlement Agreement, approves the Claims Process set forth in
 4 the Settlement Agreement for Settlement Class Members to submit Claims, and directs the Parties
 5 and the Settlement Administrator to implement the Claims Process.

6 Opt-Out and Objection Procedures

7 27. Settlement Class Members may exclude themselves from the Settlement Class by
 8 mailing or emailing to the Settlement Administrator, at the address/email address provided in the
 9 Website Notice, a request for exclusion that is postmarked or emailed no later than sixty days
 10 after the Notice Date (the “Exclusion/Objection Deadline”). To be effective, the request for
 11 exclusion must include: (a) the Settlement Class Member’s full name, telephone number, mailing
 12 address, and email address; (b) a clear statement that the Settlement Class Member wishes to be
 13 excluded from the Settlement Class; (c) the name of this Action: “Vianu v. AT&T Mobility
 14 LLC”; and (d) for requests for exclusion sent by mail, the Settlement Class Member’s signature
 15 or a signature of an individual authorized to act on his or her behalf (no signature is required for
 16 emailed requests for exclusion). If the person submitting the request for exclusion is doing so on
 17 behalf of a Settlement Class Member (such as an attorney or estate), the request must also include
 18 the full name of the person submitting the request and the basis of his, her or its authority to act
 19 on behalf of the Settlement Class Member. Any request for exclusion from a Settlement Class
 20 Member that is a co-accountholder on an account in the Settlement Class must be submitted by all
 21 co-accountholders on that account, otherwise the request for exclusion is invalid for that account.
 22 Any Settlement Class Member who submits a timely and valid request for exclusion is foreclosed
 23 from objecting to the Settlement or to Settlement Class Counsel’s motion for attorneys’ fees,
 24 costs, and service awards. If a Settlement Class Member submits both a timely and valid request
 25 for exclusion and an objection, the Settlement Class Member shall be treated as if they had only
 26 submitted a request for exclusion. Any Settlement Class Member who does not submit a timely
 27 and valid request for exclusion in accordance with this paragraph shall be bound by the Final
 28 Order and Judgment if and when it is entered. The Settlement Administrator, upon request, shall

1 provide copies of all timely and valid requests for exclusion, including any related
 2 correspondence, to Settlement Class Counsel and AT&T's Counsel.

3 28. Any Settlement Class Member who does not submit a timely and valid request for
 4 exclusion shall have the right to object to the proposed Settlement and/or to Settlement Class
 5 Counsel's motion for attorneys' fees, costs, or service awards, only by complying with the
 6 objection provisions set forth herein. Settlement Class Members who object shall remain
 7 Settlement Class Members and shall be subject to the Release set forth in the Settlement
 8 Agreement. To be considered valid, an objection must be in writing, must be filed with the Court
 9 or mailed to the Court at the address listed in the Website Notice, postmarked/filed no later than
 10 sixty days after the Notice Date (the "Exclusion/Objection Deadline"), and must include the
 11 following: (a) the name of this Action: "Vianu v. AT&T Mobility LLC"; (b) the full name,
 12 mailing address, telephone number, and email address of the objector; (c) the objector's signature
 13 or the signature of an individual authorized to act on his or her behalf; (d) a description of the
 14 specific reasons for the objection; (e) the name, address, bar number and telephone number of
 15 counsel for the objector, if the objector is represented by an attorney; and (f) state whether the
 16 objector intends to appear at the Fairness Hearing either in person or through counsel. Only
 17 objections that are submitted in accordance with this paragraph shall be heard by the Court. Any
 18 Settlement Class Member who does not timely submit an objection in accordance with this
 19 paragraph, shall waive the right to object or to be heard at the Fairness Hearing and shall be
 20 forever barred from making any objection to the proposed Settlement or to Settlement Class
 21 Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member
 22 who objects to the Settlement shall nevertheless be entitled to all benefits of the Settlement if it is
 23 approved and becomes final. The Settlement Administrator shall promptly after receipt provide
 24 copies of any objections the Settlement Administrator receives, including any related
 25 correspondence, to Settlement Class Counsel and AT&T's Counsel.

26 Fairness Hearing

27 22. The Court will hold a Fairness Hearing on _____, 2022 at _____, in the
 28 United States District Court for the Northern District of California, Courtroom B, 15th Floor, 450

1 Golden Gate Avenue, San Francisco, CA, 94102. The purposes of the Fairness Hearing will be
 2 to: (i) determine whether the proposed Settlement Agreement should be finally approved by the
 3 Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) determine
 4 whether judgment should be entered pursuant to the Settlement Agreement, dismissing the Action
 5 with prejudice and releasing all Released Claims; (iii) determine whether the Settlement Class
 6 should be finally certified; (iv) rule on Settlement Class Counsel's motion for attorneys' fees,
 7 costs, and service awards; (v) consider any properly filed objections; and (vi) consider any other
 8 matters necessary in connection with the final approval of the Settlement Agreement.

9 23. By no later than fifteen days after the Notice Date, Plaintiffs and Settlement Class
 10 Counsel shall file their: (a) motion for final approval of the Settlement Agreement, requesting
 11 entry of the Final Order and Judgment, substantially in the form of Exhibit I to the Settlement
 12 Agreement; and (b) motion for attorneys' fees, costs, and service awards. Promptly after they are
 13 filed, these document(s) shall be posted on the Settlement Website.

14 24. By no later than fourteen days before the Fairness Hearing, the Settlement
 15 Administrator shall file with the Court (or provide to Settlement Class Counsel for filing with the
 16 Court) copies of any objections received by the Settlement Administrator.

17 25. By no later than fourteen days before the Fairness Hearing, the Parties shall file
 18 any responses to any Settlement Class Member objections and any replies in support of final
 19 settlement approval and/or in support of Settlement Class Counsel's motion for attorneys' fees,
 20 costs, and service awards.

21 26. The Court may, in its discretion, modify the date and/or time of the Fairness
 22 Hearing, and may order that this hearing be held remotely or telephonically. In the event the
 23 Court changes the date, time, and/or the format of the Fairness Hearing, the Parties shall ensure
 24 that the updated information is posted on the Settlement Website.

25 27. Only Settlement Class Members who have submitted timely and valid objections,
 26 in accordance with the requirements of this Preliminary Approval Order, may be heard at the
 27 Fairness Hearing.

28 28. If the Settlement Agreement, including any amendment made in accordance
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1 therewith, is not approved by the Court or shall not become effective for any reason whatsoever,
 2 the Settlement Agreement and any actions taken or to be taken in connection therewith (including
 3 this Preliminary Approval Order and any judgment entered herein), shall be terminated and shall
 4 become null and void and of no further force and effect except for (i) any obligations to pay for
 5 any expense incurred in connection with Notice and administration as set forth in the Settlement
 6 Agreement, and (ii) any other obligations or provisions that are expressly designated in the
 7 Settlement Agreement to survive the termination of the Settlement Agreement.

8 29. Other than such proceedings as may be necessary to carry out the terms and
 9 conditions of the Settlement Agreement, all proceedings in the Action are hereby stayed and
 10 suspended until further order of this Court.

11 30. Pending final determination of whether the Settlement Agreement should be
 12 finally approved, Plaintiffs and all Settlement Class Members are barred and enjoined from filing,
 13 commencing, prosecuting, or enforcing any action against the Released Parties insofar as such
 14 action asserts Released Claims, directly or indirectly, in any judicial, administrative, arbitral, or
 15 other forum. This bar and injunction is necessary to protect and effectuate the Settlement
 16 Agreement and this Preliminary Approval Order, and this Court's authority to effectuate the
 17 Settlement, and is ordered in aid of this Court's jurisdiction.

18 31. This Preliminary Approval Order, the Settlement Agreement, and all negotiations,
 19 statements, agreements, and proceedings relating to the Settlement, or any matters arising in
 20 connection with settlement negotiations, proceedings, or agreements, shall not constitute, be
 21 described as, construed as, offered or received against AT&T or the other Released Parties as
 22 evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) that
 23 any person suffered compensable harm or is entitled to any relief with respect to the matters
 24 asserted in this Action; (c) any liability, negligence, fault, or wrongdoing by AT&T or the
 25 Released Parties, including any of its affiliates, agents, representatives, vendors, or any other
 26 person or entity acting on its behalf; (d) that this Action or any other action was or may be
 27 properly certified as a class action for litigation, non-settlement purposes; (e) the arbitrability of
 28 the Action as to Plaintiffs and Settlement Class Members; or (f) the enforceability of any

1 applicable contractual or statutory limitations period to limit any relief.

2 32. The Court retains jurisdiction over this Action to consider all further matters
3 arising out of or connected with the Settlement, including enforcement of the Release provided
4 for in the Settlement Agreement.

5 33. The Parties are directed to take all necessary and appropriate steps to establish the
6 means necessary to implement the Settlement Agreement according to its terms should it be
7 finally approved.

8 34. The Court may, for good cause, extend any of the deadlines set forth in this
9 Preliminary Approval Order without further notice to Settlement Class Members. Without further
10 order of the Court, the Parties may agree to make non-material modifications in implementing the
11 Settlement that are not inconsistent with this Preliminary Approval Order.

12 35. The following chart summarizes the dates and deadlines set by this Preliminary
13 Approval Order:

Last day for AT&T to provide the Customer Data to the Settlement Administrator	14 days after entry of Preliminary Approval Order
Notice Date	45 days after entry of Preliminary Approval Order
Last day for Plaintiffs and Settlement Class Counsel to file motion for final approval of the Settlement, and motion for attorneys' fees, costs and service awards	15 days after Notice Date
Exclusion/Objection Deadline	60 days after Notice Date
Last day for the Parties to file any responses to objections and any replies in support of motion for final settlement approval and/or Settlement Class Counsel's application for attorneys' fees, costs and service awards	14 days before Fairness Hearing
Claim Deadline	90 days after Notice Date
Fairness Hearing	[At least 135 days after entry of Preliminary Approval Order]

28 IT IS SO ORDERED.

1 Date: _____
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Hon. Laurel Beeler
United States Magistrate Judge